

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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GREAT NORTHERN INSURANCE
COMPANY, INC.,

ECF Case
08 CV 03308 (GWG)

Plaintiff,

-against-

BLUE ANCHOR LINE, BLUE ANCHOR
LINE, A DIVISION OF TRANSPAC
CONTAINER SYSTEM LTD., KUEHNE
& NAGEL, INC., KUEHNE & NAGEL S.A.
KUEHNE & NAGEL INC., HANJIN
SHIPPING CO., LTD., CONTAINER PORT
GROUP, INC.,

Defendants.

-----X
DECLARATION OF ERNEST H. GELMAN IN SUPPORT OF A
MOTION TO DISMISS THE CLAIMS AGAINST DEFENDANTS
BLUE ANCHOR LINE; BLUE ANCHOR LINE, A DIVISION OF
TRANSPAC CONTAINER SYSTEM, LTD. ON GROUND OF A
MANDATORY AND EXCLUSIVE FOREIGN FORUM SELECTION
AGREEMENT

Ernest H. Gelman declares the following statements are true under the penalties of
perjury:

1. I am counsel for Blue Anchor Line, a Division of Transpac Container
System, Ltd. ("Blue Anchor"), Kuehne & Nagel, S.A. and Kuehne & Nagel, Inc.
defendants in the above matter. This Declaration is submitted in support of the foregoing
defendants' motion to dismiss the complaint against them.

2. I am also an attorney at law admitted to practice before the court and am
familiar with the facts and proceedings in this matter. The basis of this motion is
contained in the Blue Anchor bills of lading terms and conditions which has a mandatory

and exclusive forum selection clause (Article 4), and a Himalaya clause (Article 17) extending the benefits of the bills of lading to any participating carrier, servant, agent or subcontractor of the carrier.

3. This case involves a claim for damage to containerized cargo carried in June 2006 from Barcelona, Spain to New York in two (2) containers, pursuant to three Blue Anchor Line Bills of Lading Nos. BANQBCN 1964673, 4 and 5, Reference Nos. 2220-4928-706.015, 706.016 and 706.017.

4. Attached to this Declaration as Exhibits A and B respectively, are true and complete copies of the service copies of plaintiff's complaint and the within defendants' answer.

5. Attached to this Declaration as Blue Anchor Line's moving Exhibit C are true and complete copy of the front of the Blue Anchor Line bills of lading. Attached as Exhibit D is the same reverse side, Terms and Conditions in use at the time and for each of the bills of lading plaintiff sues on.

DATED: New York, New York
July 28, 2008



Ernest H. Gelman (EHG 4748)
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